

FHA Case No.: [REDACTED] 3 703

PROMISSORY NOTE

APRIL 7, 2022

LITTLE EGG HARBOR

NEW JERSEY

TWP

[Date]

[City]

[State]

104 E BOAT DR, LITTLE EGG HARBOR TWP, NEW JERSEY 08087

[Property Address]

1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND 52 CENTS (U.S. \$25,325.52)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time.

On; **SEPTEMBER 1, 2048**, or, if earlier, when the first of the following events occurs:

- (i) The Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The Primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.
- (iv) The property is not occupied by the Borrower as his or her principal residence.

(B) Place.

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.


6. WAIVERS

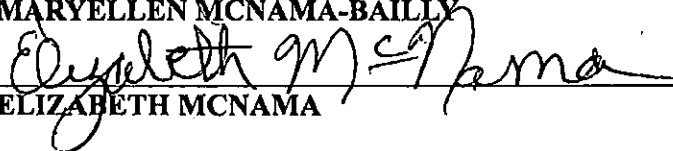
Borrower and any other person who has obligations under this Note waive the rights or presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



MARYELLEN MCNAMA-BAILLY


ELIZABETH MCNAMA

4/25/22
Date
4/25/22
Date

This Document Prepared By:
CRYSTAL RADTKE
ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #:

_____ [Space Above This Line for Recording Data] _____

FHA Case No.: 351-747399 3 703

Loan No: [REDACTED] 8564

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **APRIL 7, 2022**. The mortgagor is **MARYELLEN MCNAMA-BAILLY, A SINGLE WOMAN AND ELIZABETH MCNAMA, A SINGLE WOMAN** ("Borrower"), whose address is **104 E BOAT DR, LITTLE EGG HARBOR TWP, NEW JERSEY 08087**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND 52 CENTS (U.S. \$25,325.52)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2048**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of OCEAN, State of NEW JERSEY:

which has the address of , **104 E BOAT DR, LITTLE EGG HARBOR TWP, NEW JERSEY 08087** (herein "Property Address");

LEGAL DESCRIPTION

PLEASE SEE ATTACHED EXHIBIT 'A'

Tax Parcel No.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the

Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note,

the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Maryellen McNama-Bailly
Borrower: **MARYELLEN MCNAMA-BAILLY**

4/25/22
Date

Elizabeth McNama
Borrower: **ELIZABETH MCNAMA**

4/25/22
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **NEW JERSEY**

County of OCEAN, SS:

I CERTIFY that on APRIL 25, 20 22, **MARYELLEN MCNAMA-BAILLY, ELIZABETH MCNAMA** personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one each person):

- a. is named in and personally signed the attached document; and
- b. signed and delivered this document as his/her/their act and deed.

Petronila Gonzalez
Notary Public Signature

Print Name: PETRONILA GONZALEZ

My commission expires: 03/04/2025



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between Secretary of Housing and Urban Development (the "Lender") and MARYELLEN MCNAMA-BAILLY, A SINGLE WOMAN AND ELIZABETH MCNAMA, A SINGLE WOMAN (the "Borrower") dated APRIL 7, 2022 the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Lender Signature

Date

By:

Title:

Maryellen McNama-Bailly
Borrower: MARYELLEN MCNAMA-BAILLY

Elizabeth McNama
Borrower: ELIZABETH MCNAMA

Date

Date

Date: **APRIL 7, 2022**

Loan Number: **8564**

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **MARYELLEN MCNAMA-BAILLY, ELIZABETH MCNAMA**

Property Address: **104 E BOAT DR, LITTLE EGG HARBOR TWP, NEW JERSEY 08087**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Maryellen McNama-Bailly 4/25/22
Borrower Date

Elizabeth McNama 4/25/22
Borrower Date
ELIZABETH MCNAMA

Date: **APRIL 7, 2022**

Loan Number: **8564**

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **MARYELLEN MCNAMA-BAILLY, ELIZABETH MCNAMA**

Property Address: **104 E BOAT DR, LITTLE EGG HARBOR TWP, NEW JERSEY 08087**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Maryellen McNama-Bailly

MARYELLEN MCNAMA-BAILLY

4/25/22

Date

Elizabeth McNama

ELIZABETH MCNAMA

4/25/22

Date

ROCKET Mortgage

Correction Agreement

1050 Woodward Avenue | Detroit, MI 48226

ELIZABETH MCNAMA
MARYELLEN MCNAMA-BAILLY
104 E. BOAT DRIVE, LITTLE EGG HARBOR, NJ, 08087

Loan Information

Loan Number: [REDACTED] 3564
Property Address: 104 E BOAT DR
LITTLE EGG
HARBOR TWP, NJ
08087
Notice Date: 04/07/2022

Hi MARYELLEN MCNAMA-BAILLY and ELIZABETH MCNAMA,

By signing this, you are agreeing to the below:

I/We authorize First American Title Insurance Company to correct any typographical or clerical errors in my/our loss mitigation documentation, including any loan modification agreement, FHA partial claim mortgage or other documentation that I/we signed in connection with my/our loss mitigation solution approved by Rocket Mortgage, LLC. First American Title Insurance Company is authorized to place my/our initials on my/our behalf on the documents where the changes are made.

Examples of typographical or clerical errors that First American Title Insurance Company can correct on my/our behalf include the following:


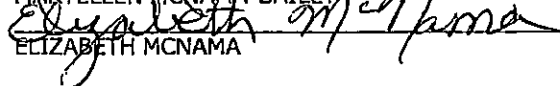
- Errors in the spelling of my/our name or my/our mailing or property address
- Adding the legal description of my/our property if it was inadvertently omitted
- Correcting any dates to accurately reflect my/our signing date
- Correcting errors or adding information to ensure the title vesting on the loss mitigation documentation matches the title to my/our home as it appears on the most recent deed
- Correcting errors with the identification of the recorded mortgage on my/our modification agreement
- If applicable, adding the name of my/our condominium or planned urban development (PUD) project if it was inadvertently omitted

This Correction Agreement will not be used in any way to change the terms of my/our loss mitigation solution, including my/our new interest rate, loan term, loan amount or monthly payment as set forth in my/our approval letter.

If this Correction Agreement is used, I/we will be notified and receive a copy of the corrected document.

By signing this, I/we authorize First American Title Insurance Company to sign my/our initials on my/our behalf to correct any typographical or clerical errors in my/our loss mitigation documentation.

If this Correction Agreement is used, I/we will be notified and receive a copy of the corrected document.


MARYELLEN MCNAMA-BAILLY

ELIZABETH MCNAMA
Date 4/25/22
Date 5/25/22

This communication is from a debt collector and is an attempt to collect a debt.

If you have an active bankruptcy or you received a bankruptcy discharge, we are sending this for informational or legal purposes only. We're not trying to collect against you personally. If you have any questions about this communication or your obligation to pay, please contact your attorney. If you want to send us a Qualified Written Request, a Notice of Error, or an Information Request, you must send it to Rocket Mortgage, LLC, P.O. Box 442359, Detroit, MI 48244-2359, or fax it to (877) 382-3138.

Phone: (800) 508-0944

Email: AccountResolution@RocketMortgage.com

Secure Fax: (877) 380-5084

Hours: Monday - Friday: 8:30 a.m. - 9:00 p.m. ET

Saturday: 9:00 a.m. - 4:00 p.m. ET

Page 1

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